EXHIBIT E

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

WILLIAM H. LEWIS, III, and KEITH BRODIE, on Behalf of Themselves and All Others Similarly Situated	§ § §	CIVIL ACTION NO. H-02-4860
Plaintiffs,	§ §	
v.	§ §	
EL PASO CORPORATION, *et al.*,	§ §	
Defendants.	§	

PLAN OF ALLOCATION

1. Definitions

A. Except as indicated in this *Plan of Allocation*, the capitalized terms used herein shall have the meanings ascribed to them in the Class Action Settlement Agreement.

B. "*Claims Administrator*" shall mean a third-party vendor, designated by Lead Plaintiff, which shall administer the Settlement.

C. "*Net Settlement Fund Proceeds*" means the *Settlement Fund*, less: (1) the *Settlement Administrative Costs*; (2) the costs of the *Class Notice* that the *Court* approves for payment from the *Settlement Fund* pursuant to Section 8.1 of the Settlement Agreement; (3) any Named Plaintiff Compensation that the *Court* approves for payment from the *Settlement Fund* pursuant to Section 8.3 of the *Settlement Agreement*; (4) Court approved attorneys' fees and expenses; and (5) such other deductions and payments from the *Settlement Fund* as the *Court* may allow.

D. The *"Plan"* means the El Paso Energy Corporation Retirement Savings Plan (as amended and restated effective January 1, 2001) and all successor and amended plans, as well as predecessor plans qualifying under Section 401(a) of the Internal Revenue Code and any trust agreements created under the foregoing plans.

E. *"Settlement Administrative Costs"* means the taxes, fees and expenses that the *Court* approves for payment from, or are otherwise permitted to be paid from, the *Settlement Fund* pursuant to Section 7.1.4 of the Settlement Agreement.

F. *"Settlement Class Member"* means a member of the *Class*.

G. *"Class Period"* means the period from November 9, 2000 through March 11, 2004, as defined in the Settlement Agreement.

2. Notice and estimated *Settlement Administrative Costs*

A. Pursuant to and in full compliance with Rule 23 of the Federal Rules of Civil Procedure, this Court hereby finds and concludes that due and adequate notice was directed to all Persons who are Settlement Class Members who could be identified with reasonable effort, advising them of the *Plan of Allocation* and of their right to object thereto, and that a full and fair opportunity was accorded to all of the *Class Members* to be heard with respect to the *Plan of Allocation*.

3. Calculation of allocation

A. For each *Class Member*, the *Claims Administrator* shall determine the approximate net loss (*"Net Loss"*) as follows: *Net Loss* = A + B - C - D, where, for each *Class Member's* account:

1. A = the dollar value, if any, of the balance in *El Paso Stock* on the first day of the *Class Period*;

2. B = the dollar value, if any, of all acquisitions of *El Paso Stock* during the *Class Period* as of the time of purchase(s);

3. C = the dollar value, if any, of all dispositions of *El Paso Stock* during the *Class Period* as of the time of the sale(s); and

4. D = the dollar value, if any, of *El Paso Stock* remaining on the last day of the *Class Period.*

B. The *Net Losses* of the *Class Members* as calculated in Section III.A above will be totaled to yield the loss of the *Plan* as a whole over the *Class Period* (the *"Plan's Loss"*).

C. The *Claims Administrator* shall calculate for each *Class Member* his or her *"Preliminary Fractional Share"* of *the Plan's Loss* by dividing each *Settlement Class Member's Net Loss* by the *Plan's Loss.*

D. The *Claims Administrator* shall then calculate for each *Class Member* his or her *"Preliminary Dollar Recovery"* of the *Net Settlement Fund Proceeds* by multiplying the *Class Member's Preliminary Fractional Share* by the *Net Settlement Fund Proceeds.*

E. The *Claims Administrator* shall identify all *Class Members* whose *Preliminary Dollar Recovery* is greater than zero but less than a minimum amount of ten dollars ($10.00) (the *"Minimum Amount"*). All such *Class Members* shall receive an allocation from the *Net Settlement Fund Proceeds* of the *Minimum Amount.*

F. The *Claims Administrator* shall then, after subtracting out the amounts allocated to *Class Members* who receive the *Minimum Amount*, recalculate the *Preliminary Fractional Shares* and the *Preliminary Dollar Recoveries* so as to arrive at the *"Final Fractional Share"* and the *"Final Dollar Recovery"* for each *Class Member.* The sum of the *Final Dollar Recoveries* must equal the *Net Settlement Fund Proceeds.*

4. Distribution of the allocated amounts

A. As soon as practicable after the calculations pursuant to Section III above, *Lead Counsel* shall direct the Financial Institution to deposit the *Net Settlement Fund* Proceeds into the Plan.

B. *Class Members* With Accounts Under the *Plan.* As promptly as possible after deposit of the *Net Settlement Fund Proceeds* into the *Plan*, the *Claims Administrator* shall deposit into each *Class Member's* account under the *Plan* his or her *Final Dollar Recovery* as calculated above. The deposited amount shall be allocated among the *Class Member's* investment options in accordance with the existing investment elections then in effect and treated thereafter for all purposes under the *Plan* as assets of the *Plan* properly credited to that *Class Member's* account.

C. *Class Members* Without Accounts Under the *Plan.* With respect to *Class Members* who withdrew their accounts under the *Plan* after the beginning of the *Class Period* but prior to the entry of the instant Order, the *Claims Administrator* will establish an account for each such *Class Member*, and each such *Class Member* will be notified of such account along with further instructions from the *Plan* trustee.

D. If any *Class Member* with a *Final Individual Dollar Recovery* cannot be located despite reasonable efforts, such *Class Member's Final Individual Dollar Recovery* shall be administered in accordance with the procedures of the *Plan* regarding unlocatable participants. If any *Class Member with a Final Individual Dollar Recovery* is deceased, such *Class Member's Final Individual Dollar Recovery* shall be administered in accordance with the procedures of the *Plan* regarding deceased participants.

5. Qualifications and continuing jurisdiction

A. In light of the manner in which the data is kept and the ease with which it can be manipulated, it may be appropriate to simplify some of the features of these calculations. Such simplifications are acceptable as long as the two basic features of the distribution of the *Net Settlement Fund Proceeds* are preserved: (1) that each *Class Member* receives a proportionate share of the *Net Settlement Fund Proceeds* based approximately on the decline in the value of *Company Stock* held in the *Class Members'* account over the *Class Period* in comparison with the decline in value of *Company Stock* held by all other *Class Members*; and (2) that the distribution take place through the *Plan* so as to realize the tax advantage of investment in the *Plan*. Any such changes will be presented to the *Court* for approval pursuant to Section V.B below.

B. The *Court* will retain jurisdiction over the *Plan of Allocation* to the extent necessary to ensure that it is fully and fairly implemented.

SO ORDERED this__day of ________, 2009

____
Hon. Lynn N. Hughes, U.S.D.J.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

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	§	
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FINAL JUDGMENT

1. On finding that the settlement described in the class action settlement agreement is reasonable, this court approves it.

2. On entry of the final judgment, plaintiffs, on behalf of themselves, their heirs, executors, administrators, successors, and assigns, and any persons they represent, and on behalf of the plan and the class absolutely and unconditionally release and forever discharge the releasees from the released claims that plaintiffs, the plan or the class directly, indirectly, derivatively, or in any other capacity ever had, now have or hereafter may have; provided that the releases shall not include:

   A. Claims to enforce the terms of the settlement agreement or the final judgment; or

   B. Claims or rights of the plan or the class, to the extent applicable, to participate in the settlement and the plan of allocation of *Wyatt v. El Paso Corp.*, Case H-02-2717, in the United States District Court for the Southern District of Texas.

3. On entry of the final judgment, the defendants absolutely and unconditionally release and forever discharge the named plaintiffs, the class and the plaintiffs' counsel from any and all claims relating to the institution or prosecution of the action of the settlement of any released claims, except claims to enforce the terms of settlement agreement or final judgment.

4. The members of the class were afforded prompt, thorough, and intelligible notice of the settlement plan and of their opportunity to object. Those wishing to object or discuss the settlement could participate by an oral or written presentation, or both. The members' right to be heard was fully preserved.

5. The plan of allocation is approved as fair and reasonable.

[signature]
04.27.09